

Indexing Instructions: **Lots 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 19, 68, 69, 72, 74, 76 & 108, Williams Brooke Subdivision**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, **Williams Brooke Development, LLC, A Mississippi Limited Liability Company**, does hereby Grant, Bargain, Sell, Convey and Warrant unto **Old Forest Properties, LLC**, the following land and property located and situated in DeSoto County, Mississippi, described as follows, to-wit:

Lots 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 19, 68, 69, & 108, Phase 1A, Williams Brooke Subdivision, as situated in Section 24, Township 3 South, Range 8 West, DeSoto County, Mississippi as per plat thereof recorded in Plat Book 96, Page 49, in the office of the Chancery Clerk of DeSoto County, Mississippi.

And also:

Lots 72, 74, & 76, Phase 1B, Williams Brooke Subdivision, as situated in Section 24, Township 3 South, Range 8 West, DeSoto County, Mississippi as per plat thereof recorded in Plat Book 97, Page 1, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The above described property is subject to the zoning regulations of DeSoto County, Mississippi, and air, water, pollution, and flood control regulations imposed by any governmental authority having jurisdiction over same. The conveyance is subject to those building restrictions and protective covenants recorded in Plat Book 96, Page 49, and Plat Book 97, Page 1, on file in the office of the Chancery Clerk of DeSoto County, Mississippi, and which are incorporated herein by this reference.

IT IS AGREED AND UNDERSTOOD that the taxes for the current year have been prorated as of this date on an estimated basis and when said taxes are actually determined, if the pro-ration is incorrect then Grantor(s) agree to pay Grantee(s) or their assigns any deficiency and likewise Grantee(s) agree to pay Grantor(s) or their assigns any amount overpaid. The Grantee will be responsible for paying the property taxes due January 1, 2007.

Feakney e

WITNESS THE SIGNATURE OF THE GRANTORS, this the 22nd day of August, 2006.

Williams Brooke Development, LLC

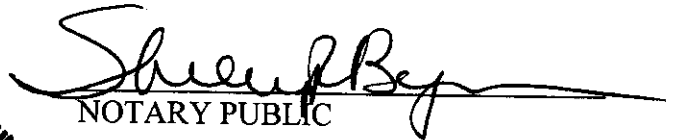

By: Bradlee S. Spence, Member


By: William M. Davis, Member

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named Bradlee S. Spence, who acknowledged that he is a member of Williams Brooke Development, LLC, A Mississippi Limited Liability Company, and William M. Davis, who acknowledged that he is a member of Williams Brooke Development, LLC, a Mississippi Limited Liability Company, and that for and on behalf of the said company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN UNDER MY HAND AND SEAL, this the 22nd day of August, 2006.


NOTARY PUBLIC

MY COMMISSION EXPIRES:



Prepared By ~~and~~
~~After Recording, Return To:~~
Stroud Harper & Whitwell, P.C.
Post Office Box 210
Southaven, MS 38671
(662) 536-5656
File# 06-3195

Prepared by +
Return to:
Fearnley & Califf, PLLC
6389 Quail Hollow #202
Memphis, TN 38120
(901)767-6200

Grantors Mailing Address: 2600 Panola Street, Hernando, MS 38632

Grantors Telephone Numbers: Home: n/a Work: 662-429-4567

Grantees Mailing Address: 8195 Dexter Road, Cordova, TN 38016

Grantees Telephone Numbers: Home: n/a Work: (901)794-2156